



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0701, **Version:** 1

Interoffice Memorandum

DATE: May 27, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Brett W. Blackadar, P.E., PMP, PTOE

PHONE: (407) 836-7805

DIVISION: N/A

ACTION REQUESTED:

Approval and execution of (1) Locally Funded Reimbursement Agreement between the State of Florida Department of Transportation and Orange County Financial Project Numbers: 456096-2-52-01 456096-2-A8-01, (2) Resolution 2026-M-31 of the Orange County Board of County Commissioners regarding the Locally Funded Reimbursement Agreement with the State of Florida Department of Transportation concerning the advancement of the construction schedule for the planned widening of State Road 50 extending from Avalon Park Boulevard to Chuluota Road, and (3) Three-Party Escrow Agreement by and between the State of Florida Department of Transportation, Orange County, and the State of Florida Department of Financial Services, Division of Treasury. District 5.

PROJECT: N/A

PURPOSE:

This proposed Locally Funded Reimbursement Agreement is intended to enable the advancement of the construction schedule for the planned widening of State Road (SR) 50 extending from Avalon Park Boulevard to Chuluota Road. The Florida Department of Transportation currently anticipates widening SR 50 into two separate phases: from Avalon Park Boulevard to east of the Econ River Bridge in FY 2027 and from east of the Econ River Bridge to Chuluota Road in FY 2029. However, pursuant to this proposed Reimbursement Agreement, the widening of SR 50 can be combined into a single project, and the construction schedule can be advanced to FY 2027.

Subject to the County's approval of the Reimbursement Agreement, the County will make a payment

of \$20,000,000 to the State towards the combined cost of the proposed widening project (approximately \$50,000,000) extending from Avalon Park Boulevard to Chuluota Road. In effect, the County's contribution of \$20,000,000 will advance both widening sections of SR 50 to FY 2027. Moreover, the Florida Department of Transportation will reimburse the County's full contribution in ten annual installments as outlined in Exhibit B of the Agreement starting in the Department's FY 2029.

In addition to the Reimbursement Agreement, also attached is the Three-Party Escrow Agreement as the applicable instrument to deposit the County's contribution of \$20,000,000 into an interest-bearing account. County funds in the escrow account are to be expended exclusively for the widening of SR 50.

BUDGET: N/A

Financial Project Numbers: 456096-2-52-01 456096-2-A8-01 Agency: Orange County	Fund: LFRA Contract Amount: \$20,000,000.00 Contract No:	FLAIR Approp: N/A FLAIR Obj: N/A Org. Code: N/A Vendor No.: F596000773008
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**LOCALLY FUNDED REIMBURSEMENT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY**

This Agreement, made and entered into 07/09/2026 | 10:02 AM EDT, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **DEPARTMENT**) and **ORANGE COUNTY** (hereinafter referred to as the **LOCAL GOVERNMENT**),

WITNESSETH

WHEREAS, the parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the **DEPARTMENT** is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the Project described in Exhibit "A" attached hereto and by this reference made a part hereof, in the **DEPARTMENT'S** Fiscal Year 2027/2028, said Project being known as Financial Project Numbers (FPNs) 456096-2-52-01 and 456096-2-A8-01, for the Reconstruction of "State Road 50 from East of Econ River Bridge to Chuluota Road", hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the **DEPARTMENT** recognizes that the **LOCAL GOVERNMENT'S** participation in the Project is limited to payment of the deposit pursuant to Section 4 (A) of this Agreement.

WHEREAS, the implementation of the Project is in the best interests of both the **DEPARTMENT** and the **LOCAL GOVERNMENT**, and it is most practical, expeditious, and economical for the **LOCAL GOVERNMENT** to advance funding for construction of the Project to the **DEPARTMENT** during fiscal year 2027/2028, in order for the **DEPARTMENT** to perform the services necessary to complete the Project;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The above recitals are true and correct and are hereby adopted in their entirety, and are fully incorporated into and made an integral part of this Agreement as though fully set forth herein.

2. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT and the DEPARTMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

3. The DEPARTMENT shall acquire all services necessary to complete the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be advised of the progress of the Project monthly.

4. Participation by the LOCAL GOVERNMENT in providing funds for the Project shall be limited to and made as follows:

(A) The LOCAL GOVERNMENT agrees that it will furnish the DEPARTMENT an advance deposit in the amount of **\$20,000,000.00 (Twenty Million Dollars and No/100)** not later than **March 15, 2027**.

(B) The payment of funds under this Locally Funded Reimbursement Agreement will be made directly to the DEPARTMENT for deposit and as provided in the Three-Party Escrow Agreement between the LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned in the account will be used for the Project and is not eligible for reimbursement to the LOCAL GOVERNMENT other than provided in Section 4 (F).

(C) The advance deposit will be applied to the Project as follows:

The amount of **\$20,000,000.00 (Twenty Million Dollars and No/100)** will be applied to the Project known as FPN 456096-2-52-01, reconstruction of State Road 50 from East of Econ River Bridge to Chuluota Road. The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in accordance with Section 339.12 of the Florida Statutes and is subject to legislative approval and appropriation. The LOCAL GOVERNMENT will not invoice the DEPARTMENT until after July 1, in the fiscal year the Project is scheduled in the DEPARTMENT'S Work Program as of the date of execution of this Agreement.

After receipt of a properly documented invoice, the payments will be made to the LOCAL GOVERNMENT in ten (10) equal quarterly payments, up to the total amount of deposited funds after the execution of this Agreement, beginning in the year the Project was programmed in the DEPARTMENT'S Adopted Work Program as further described in Exhibit "B" attached hereto and incorporated herein.

- (D) The DEPARTMENT will use its best efforts to ensure the Project remains in the DEPARTMENT'S annual Adopted Work Program commencing in the DEPARTMENT'S fiscal year 2027/2028. The DEPARTMENT agrees to request appropriation of said amounts from the Legislature prior to fiscal year 2027/2028.
- (E) The DEPARTMENT may utilize the advance deposit for payment of the costs for the construction phases of the Project. To the extent that the deposit is not fully utilized on the construction phases of the Project, it may be utilized for any other phase of the Project.
- (F) If the Project is not undertaken in the DEPARTMENT'S fiscal year 2027/2028, the DEPARTMENT shall return the LOCAL GOVERNMENT'S advance deposit provided pursuant to Section 4 (A) hereof, together with any interest earned thereon.
- (G) Contact Persons:

DEPARTMENT

District 5 Local Government Agreements
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LGA@dot.state.fl.us

LOCAL GOVERNMENT

Brett Blackadar
Deputy Public Works Director
Orange County Public Works Department
4200 South John Young Parkway
Orlando, FL 32839
(407) 836-7805
brett.blackadar@ocfl.net

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. The State of Florida's performance and obligation to pay under this Agreement is contingent

upon an annual appropriation by the Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect. The LOCAL GOVERNMENT may request from the DEPARTMENT that funds have been confirmed and approved.

7. If the Legislature fails to appropriate the funding necessary to allow the DEPARTMENT to perform under the terms of this Agreement as referenced in Section 6 above, the DEPARTMENT agrees that it will use reasonable efforts to seek an appropriation in future years that will allow the DEPARTMENT to perform its obligation to pay under this Agreement. This section shall survive termination of the Agreement pursuant to Section 6 hereof.

8. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

9. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

10. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

12. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

- (A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- (B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

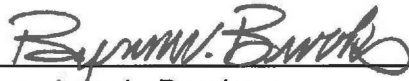
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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on

JUN 16 2026, and the DEPARTMENT has executed this Agreement on
See additional page.

ORANGE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 
Name: Jerry L. Demings
Title: Orange County Mayor

By: See Additional Page
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

Attest:





Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

February 10, 2026

FPN #456096-2-52-01 and 456096-2-A8-01

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on See additional page, and the DEPARTMENT has executed this Agreement on 07/09/2026 | 10:02 AM EDT.

ORANGE COUNTY

By: See additional page
Name: _____
Title: _____

Attest:

Legal Review:

LOCAL GOVERNMENT Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:
By: Kellie Smith
Name: Kellie Smith
Title: Director of Transportation Development

Attest:

DocuSigned by:
Sharon Lielor
Executive Secretary

Legal Review:

DocuSigned by:
Chris Indelicato
DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

February 10, 2026

EXHIBIT "A"

SCOPE OF SERVICES

This is a Locally Funded Reimbursement Agreement (LFRA) with Orange County (LOCAL GOVERNMENT) for the advancement of funding for the: Reconstruction of State Road 50 from east of Econ River Bridge to Chuluota Road.

The DEPARTMENT shall reconstruct State Road 50 from a four (4) lane divided rural highway to a six (6) lane divided urban roadway between Avalon Park Boulevard and Chuluota Road. The plan update includes implementation of a new typical section with shared-use paths on both sides of State Road 50. The project also includes minor milling and resurfacing for striping and pavement markings, installation of a drainage conveyance system, replacement of an existing bridge culvert and a triple-pipe cross drain, construction of a new traffic signal at Chuluota Road, and associated Intelligent Transportation Systems (ITS) and pedestrian improvements.

The LOCAL GOVERNMENT wishes to advance funding towards the Reconstruction Improvements on the subject Project so that the DEPARTMENT can begin the reconstruction process in the DEPARTMENT'S fiscal year 2027/2028. A copy of the "Project Map" is attached hereto as Exhibit "A-1" and the plans are incorporated by reference.

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EXHIBIT "A-1"
PROJECT MAP

EXHIBIT "B"
ADVANCE FUNDING AMOUNT

ADVANCE FUNDING	
Local Government Funds 456096-2-52-01	\$20,000,000.00
Department Funds 456096-2-A8-01	\$20,000,000.00
Total Funding Available	\$ 20,000,000.00

Total Funds Due from LOCAL GOVERNMENT by March 15, 2027: \$20,000,000.00

Reimbursement of costs incurred after execution of the Agreement will be made in ten (10) equal quarterly payments in accordance with the schedule below.

Invoice Number	Invoice Month and Year	Quarterly Invoice Amount
1	09/2028	\$2,000,000.00
2	12/2028	\$2,000,000.00
3	03/2029	\$2,000,000.00
4	06/2029	\$2,000,000.00
5	09/2029	\$2,000,000.00
6	12/2029	\$2,000,000.00
7	03/2030	\$2,000,000.00
8	06/2030	\$2,000,000.00
9	09/2030	\$2,000,000.00
10	12/2030	\$2,000,000.00
Total		\$20,000,000.00

EXHIBIT "C"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

Financial Management Number 452932-1-52-01

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding the

LOCALLY FUNDED REIMBURSEMENT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE ADVANCEMENT OF THE CONSTRUCTION SCHEDULE FOR THE PLANNED WIDENING OF STATE ROAD 50 EXTENDING FROM AVALON PARK BOULEVARD TO CHULUOTA ROAD

Resolution No. 2026 - M-31

WHEREAS, today, the Board of County Commissioners is approving a Locally Funded Reimbursement Agreement with the State of Florida Department of Transportation concerning the advancement of the construction schedule for the planned widening of State Road 50 ("SR 50") extending from Avalon Park Boulevard to Chuluota Road, identified with Financial Management Number 452932-1-52-01 (the "LFRA"); and

WHEREAS, a requirement of the LFRA is that Orange County adopt a Resolution authorizing its officials to execute the LFRA on its behalf.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS:**

*Section 1. Authorization for County Mayor to Execute the LFRA
(Financial Management Number 452932-1-52-01).* The County Mayor is hereby
authorized to execute the above referenced LFRA with the FDOT on behalf of the Board

of County Commissioners and the County. Upon its execution, a copy of this Resolution shall be attached as Exhibit "C" to the LFRA.

Section 2. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED this ____ day of JUN 16 2026, 2026.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Jerry L. Demings, County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk

Print Name: Jennifer Lara-Kimetz



THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Orange County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: State Road 50 from East of Econ River Bridge to Chuluota Road
Project #: 456096-2-52-01
County: Orange

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

DocuSigned by:
Cheryl Morgan
218FF3F95A3D452...
For FDOT-OOC (signature)

Cheryl Morgan; Deputy Comptroller; GAO
Name and Title

59-3024028
Federal Employer I.D. Number

07/13/2026 | 1:42 PM EDT
Date

Bryan W. Brooks
For PARTICIPANT (signature)

AS Jerry L. Demings, Orange County Mayor
Name and Title

59-6000773
Federal Employer I.D. Number

16 June 2026
Date



FDOT Legal Review:

DocuSigned by:
Giselle Justo
DDF39D9F5E4D41B...

[Signature]
For Escrow Agent (signature)

Tanner Collins, Director
Name and Title

7/15/24
Date